

PREPARED BY:
Regine M. Monestime
City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

CODE ENFORCEMENT LIEN SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 1st day of February, 2013, by and between the City of North Miami, Florida located at 776 N.E. 125th Street, North Miami, Florida, 33161 ("City"), and SPT Real Estate SUB, III, LLC, a Delaware Limited Liability Company, whose post office address is 455 Taft Avenue, Glen Ellyn, IL 60137 ("Owner"); (City and Owner may collectively be referred to as "Parties"), regarding the real properties located at 220 NW 127th Street, North Miami, FL 33168, collectively known as "SPT Real Estate Sub," and more particularly described as:

220 NW 127 Street, North Miami, FL 33168

WITNESSETH:

WHEREAS, the Owner and City acknowledge and agree that the code enforcement liens described below and attached as Composite Exhibit "A" are currently due and owing against the Property in favor of the City (the "Liens"):

File # CBLR-2011-00076
File # CEFAW-2011-00044
File # CEJNK-2011-00138

WHEREAS, the Owner is desirous of settling the Liens with respect to the Property by entering into this Agreement; and

WHEREAS, The City desires to ensure that North Miami residents are provided with adequate housing consistent with current City Codes.

NOW, THEREFORE, in consideration of the mutual conditions, the Parties agree as follows:

1. The foregoing recitals are true and correct.
2. The Owner shall pay the City the total sum of Twenty Five Thousand Dollars (\$25,000.00) (hereinafter referred to as the "Settlement Amount") as full settlement of the Liens attached herewith as Composite Exhibit "A".

3. Upon the City's receipt of the Settlement Amount, the City shall execute and cause to be recorded in the Public Records of Miami-Dade County, Florida, releases of the Liens hereinafter referred to as (the "Releases of Liens").
4. All payments made under this agreement are to be payable to CITY OF NORTH MIAMI, and mailed to THE BELONY LAW GROUP, PLLC., ONE FLAGLER BUILDING, 14 N.E. 1ST AVENUE, SUITE 802, MIAMI, FL 33132 or sent by bank wire (instructions to be provided separately).
5. While the Owner shall have fully performed its obligations under this Agreement upon its payment in full of the Settlement Amount, City shall not be obligated to record the Release of Lien until such time as a Certificate of Occupancy shall have been issued for the properties ("Certificate").
6. Notwithstanding that the Liens are not going to be released until such time as the Owner has paid the entire Settlement Amount in full, the Owner may, just like any other property owner in North Miami, Florida, still apply for permits and have inspections conducted in order to resolve property matters. Should the property be in compliance, then the Owner, or its successor in interest, will be issued a certificate of occupancy.
7. If Owner fails to pay the Settlement Amount, or if no Certificate shall have been issued by City with respect to the properties within ninety (90) days from execution of this agreement and payment of the settlement amount, or on or **before May 1, 2013**; or if Owner breaches any part of this agreement, the Lien reduction shall be null and void and the Property shall continue to be subject to all code enforcement liens appearing in the Public Records of Miami-Dade County, Florida as if no lien reduction had been agreement upon. In such event, any payments made by owner will be credited toward the full face value of the Liens. In the event Owner is deemed to be in default under the terms of this Agreement, the City shall provide Owner with written notice of default and an opportunity to cure the default within ten (10) days after receipt of the notice of default.
8. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the parties hereto hereby designate the courts of the State of Florida located in Miami-Dade County, Florida, as the proper jurisdiction and the venue in which same is to be instituted.
10. This writing embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written,

with reference to this subject matter that are not merged into and superseded by this Agreement.

11. All notices, requests and consents hereunder to any party, shall be deemed to be sufficient if in writing and (i) delivered in person; (ii) duly sent by first class, registered or certified mail return receipt requested and postage prepaid; or (iii) duly sent by overnight delivery service, addressed to such party at the address set forth below, or at such other addresses as shall be specified by like notice:

For Owner:	SPT Real Estate SUB, III, LLC 455 Taft Avenue Glen Ellyn, IL 60137
With a Copy to:	Gregory B. Taylor, Esq. 5310 NW 33 rd Avenue, Suite 101 Fort Lauderdale, FL 33309
For City:	City of North Miami 776 N.E. 125 th Street North Miami, FL 33161 Attn: City Manager
With Copies to:	City of North Miami 776 N.E. 125 th Street North Miami, FL 33161 Attn: City Attorney
	Erigene Belony, Esq. The Belony Law Group, PLLC Champagne Law Group, P.A. 11900 Biscayne Boulevard, Suite 504 Miami, FL 33181

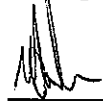
12. No term or provision of this Agreement shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

"OWNER"

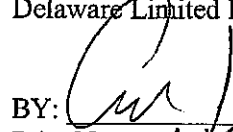
Signed, sealed and delivered
in the presence of:



Nick Haeckler

(Print name of Witness)

SPT Real Estate SUB, III, LLC, a
Delaware Limited Liability Company

BY: 

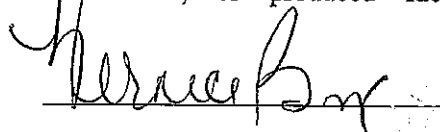
Print Name Andrew J. Sassen

Title Authorized Person

(Print name of Witness)

STATE OF Connecticut, ss. Greenwich
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me on 1st day of
February, 2013, by Andrew J. Sassen the Authorized Person of SPT REAL
ESTATE SUB, III, LLC, a Delaware Limited Liability Company on behalf of the
Company. He/She is personally known to me, or produced Identification
license.



Print, type or stamp commissioned

My Commission expires _____
My Commission Number: _____
My Notary Seal:

VERNICE BRIGGS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
October 31, 2014

"CITY"

ATTEST:

By: 

City of North Miami ("City")

By: 

STEPHEN E. JOHN
City Manager

APPROVED AS TO FORM:
AND LEGAL SUFFICIENCY:

By: 

Regine M. Monestime
City Attorney

COMPOSITE EXHIBIT "A"

City Attorney
City of North Miami
776 NE 125th St.
North Miami, FL 33161

CFN 2012R0106080
OR Bk 27997 Pgs 3289 - 3290 (2pgs)
RECORDED 02/15/2012 08:09:39
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

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Code Enforcement Board

File #: CEFAN-2011-00044

vs.

Order Imposing Fine And Authorizing Lien

Property Location: 220 NW 127 ST

1. BANK OF AMERICA NA, C/O CHERYL L. BURM is (are) hereby found guilty of violating Section 29-5-901 (J) of the Code of Ordinances of the City of North Miami.

2. Pursuant to the power vested in the Board by virtue of Section 162.09, F.S., and the Code of Ordinances of the City of North Miami, as the same may hereafter be amended, a fine of \$200.00 per day, commencing 01/18/2012, is hereby assessed. There is also assessed thereon interest at the rate of twelve percent (12%) per annum and other costs and fees as provided by law. The City is entitled to recover costs incurred in the prosecuting of the case before the Board, pursuant to Chapter 162, Florida Statutes.

3. Said fine and cost are hereby declared to be a lien against the land on which the violation exists and upon any other real or personal property owned by the defendant(s), and shall continue to accrue for each day the violation continues. The City of North Miami shall be entitled to collect all costs incurred in recording and satisfying such lien, pursuant to Chapter 162, Florida Statutes.

UPON COMPLIANCE, IT IS THE DEFENDANT(S) RESPONSIBILITY TO NOTIFY THE CODE ENFORCEMENT OFFICER OF THE CITY IN ORDER TO OBTAIN A COMPLIANCE INSPECTION TO STOP THE FINE FROM RUNNING.

4. In determining the amount of the fine, the Code Enforcement Board has considered the following factors:

- (a) The gravity of the violation;
- (b) Any actions taken by the Defendant(s) to correct the violation; and
- (c) Any previous violations committed by the Defendant(s).

A certified copy of this Order shall be recorded in the public records and shall constitute a lien pursuant to Section 162.09, F.S., and may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes.

5. In the event further proceedings are initiated by the Code Enforcement Officer, the Code Enforcement Board reserves the right to subpoena defendant(s) and to assess additional fines and take whatever steps are necessary to bring a violation into compliance.

DONE AND ORDERED at the Chambers of the Code Enforcement Board, at North Miami, Miami-Dade County, Florida.

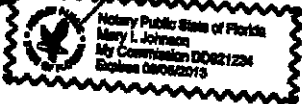
ATTEST:

Pilar Diaz
Clerk

[Signature]
Code Enforcement Board Chairman

ACKNOWLEDGEMENT

On this February 01, 2012 the Chairman of the Code Enforcement Board, Michael McDermald, and Pilar Diaz, Clerk of the Code Enforcement Board, personally appeared before me and acknowledged the execution of this Order.

Mary L. Johnson
Notary Public


Copies Furnished to:
Defendant
Staff



CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of NORTH MIAMI

Florida, this the 6 day of

February 20 12
Jaqueline [Signature] City Clerk

Prepared by and return to:

City Attorney
City of North Miami
776 NE 125th St.
North Miami, FL 33161



CFN 2012R0106079
DR Bk 27997 Pgs 3287 - 3288 (2pgs)
RECORDED 02/15/2012 08:09:39
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

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February 02, 2012

Code Enforcement Board

776 Northeast 125th Street, P.O. Box 610850, North Miami, FL 33261-0850

File #: CEBLR-2011-00076

City of North Miami
Plaintiff,

vs.

Order Imposing Fine And Authorizing Lien

BANK OF AMERICA NA, C/O CHERYL L. BURM
100 N BISCAYNE BLVD.
MIAMI, FL 33132

Property Location: 220 NW 127 ST

This matter was heard by the Code Enforcement Board of the City of North Miami, Florida upon notification by the Code Enforcement Officer that a violation pursuant to Section of the 5-19 Code of the City of North Miami and Section 162.09, Florida Statutes, has occurred and the hereby Orders As Follows:

1. BANK OF AMERICA NA, C/O CHERYL L. BURM is (are) hereby found guilty of violating Section 5-19 of the Code of Ordinances of the City of North Miami.

2. Pursuant to the power vested in the Board by virtue of Section 162.09, F.S., and the Code of Ordinances of the City of North Miami, as the same may hereafter be amended, a fine of \$200.00 per day, commencing 01/18/2012, is hereby assessed. There is also assessed thereon interest at the rate of twelve percent (12%) per annum and other costs and fees as provided by law. The City is entitled to recover costs incurred in the prosecuting of the case before the Board, pursuant to Chapter 162, Florida Statutes.

3. Said fine and cost are hereby declared to be a lien against the land on which the violation exists and upon any other real or personal property owned by the defendant(s), and shall continue to accrue for each day the violation continues. The City of North Miami shall be entitled to collect all costs incurred in recording and satisfying such lien, pursuant to Chapter 162, Florida Statutes.

UPON COMPLIANCE, IT IS THE DEFENDANT(S) RESPONSIBILITY TO NOTIFY THE CODE ENFORCEMENT OFFICER OF THE CITY IN ORDER TO OBTAIN A COMPLIANCE INSPECTION TO STOP THE FINE FROM RUNNING.

4. In determining the amount of the fine, the Code Enforcement Board has considered the following factors:

- (a) The gravity of the violation;
- (b) Any actions taken by the Defendants(s) to correct the violation; and
- (c) Any previous violations committed by the Defendant(s).

A certified copy of this Order shall be recorded in the public records and shall constitute a lien pursuant to Section 162.09, F.S., and may be enforced in the same manner as a court judgement by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgement except for enforcement purposes.

5. In the event further proceedings are initiated by the Code Enforcement Officer, the Code Enforcement Board reserves the right to subpoena defendant(s) and to assess additional fines and take whatever steps are necessary to bring a violation into compliance.

DONE AND ORDERED at the Chambers of the Code Enforcement Board, at North Miami, Miami-Dade County, Florida.

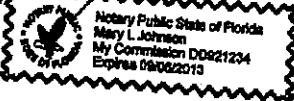
ATTEST:

Pilar Diaz
Clerk

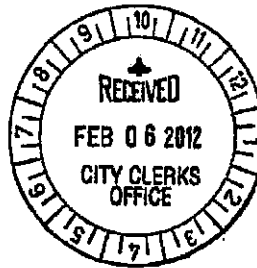
[Signature]
Code Enforcement Board Chairman

ACKNOWLEDGEMENT

On this February 01, 2012 the Chairman of the Code Enforcement Board, Michael McDermid, and Pilar Diaz, Clerk of the Code Enforcement Board, personally appeared before me and acknowledged the execution of this Order.

Mary L. Johnson
Notary Public


Copies Furnished to:
Defendant
Staff



CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of NORTH MIAMI

Florida, this the 6 day of

February 20 12
[Signature] Deputy City Clerk

**City Attorney
City of North Miami
776 NE 125th St.
North Miami, FL 33161**

CFN 2012R0106081
OR Bk 27997 Pgs 3291 - 3292 (2pgs)
RECORDED 02/15/2012 08:09:39
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

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File #: **CEJNK-2011-00138**

Order Imposing Fine And Authorizing Lien

Property Location: 220 NW 127 ST

A certified copy of this Order shall be recorded in the public records and shall constitute a lien pursuant to Section 162.09, F.S., and may be enforced in the same manner as a court judgement by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgement except for enforcement purposes.

5. In the event further proceedings are initiated by the Code Enforcement Officer, the Code Enforcement Board reserves the right to subpoena defendant(s) and to assess additional fines and take whatever steps are necessary to bring a violation into compliance.

DONE AND ORDERED at the Chambers of the Code Enforcement Board, at North Miami, Miami-Dade County, Florida.

ATTEST:

Pilar Diaz
Clerk

[Signature]
Code Enforcement Board Chairman

ACKNOWLEDGEMENT

On this February 01, 2012 the Chairman of the Code Enforcement Board, Michael McDermid, and Pilar Diaz, Clerk of the Code Enforcement Board, personally appeared before me and acknowledged the execution of this Order.

Mary L. Johnson
Notary Public
Notary Public State of Florida
Mary L. Johnson
My Commission D0021234
Expires 09/03/2013

Copies Furnished to:
Defendant
Staff



CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of NORTH MIAMI

Florida, this the 6 day of

February 20 12
[Signature] City Clerk

Monestime, Regine

From: Erigene Belony, Esq. [ebelony@tbg-law.com]
Sent: Tuesday, February 05, 2013 11:49 AM
To: Monestime, Regine
Cc: Bazile-Durandisse, Alberte
Subject: Settlement Agreement for Property: 220 NW 127th Street
Attachments: Settlement Agreement Between City of North Miami and SPT Real Estate.pdf

Hi Regine,

Please find attached hereto a Settlement Agreement in connection with the above-captioned property, which was previously approved by the City Manager. Upon receipt, kindly make execute the same, and return a copy to my attention at your earliest convenience.

The collected funds will be hand-delivered to your office.

Thanks.



Erigene Belony, Esq.
The Belony Law Group, PLLC
ONE FLAGLER BUILDING
14 Northeast First Avenue, Suite 802
Miami, Florida 33132
T. 305.755.9551
F. 305.755.9554

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